

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: Munich, Germany

Address of Defendant: 2275 Swallow Hill Road, Building 800, Pittsburgh, PA 15220

Place of Accident, Incident or Transaction: 3796 Easton Nazareth Hwy, Easton, PA 18045

**RELATED CASE, IF ANY:**

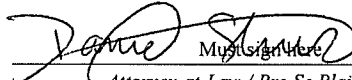
Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 01/30/2020

  
\_\_\_\_\_  
Attorney-at-Law / Pro Se Plaintiff

88381

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

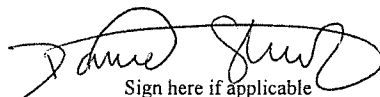
*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, Daniel S. Strick, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☒ Relief other than monetary damages is sought.

DATE: 01/30/2020

  
\_\_\_\_\_  
Attorney-at-Law / Pro Se Plaintiff

88381

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

JS 44 (Rev. 02/19)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Great Lakes Insurance SE

(b) County of Residence of First Listed Plaintiff **Munich, German**  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
**Wright & O'Donnell, PC**  
725 Skippack Pike, Suite 230  
Blue Bell, PA 19422 610-940-4092

**DEFENDANTS**

Wagner Development Company, Inc.

County of Residence of First Listed Defendant **Allegheny**  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. Section 2201, 28 U.S.C. Section 1332

Brief description of cause:  
Declaratory Judgment

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
January 29, 2020

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Great Lakes Insurance SE

v.

Wagner Development Company,  
Inc.

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>January 29, 2020</u> <b>Date</b> <u>610-940-4092</u> <b>Telephone</b>	<u>Sheila E. O'Donnell</u> <u>Daniel S. Strick</u> <b>Attorney-at-law</b> <u>610-940-4001</u> <b>FAX Number</b>	<u>Plaintiff, Great Lakes Insurance SE</u> <b>Attorney for</b> <u>sodonnell@wright-odonnell.com</u> <u>dstrick@wright-odonnell.com</u> <b>E-Mail Address</b>
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IN THE UNITED STATES DISTRICT COURT  
FOR EASTERN DISTRICT OF PENNSYLVANIA

GREAT LAKES INSURANCE SE,

Plaintiff,

v.

WAGNER DEVELOPMENT COMPANY,  
INC.,

Defendant.

CIVIL ACTION

CASE NO.

**COMPLAINT FOR DECLARATORY JUDGMENT**

Plaintiff, Great Lakes Insurance SE, by and through its attorneys Wright & O'Donnell, P.C., hereby submits this Complaint for Declaratory Relief pursuant to 28 U.S.C. § 2201, *et seq.*, and in support thereof states as follows:

**THE PARTIES**

1. The Plaintiff, Great Lakes Insurance SE (hereinafter "Great Lakes") is a foreign company with its principal place of business in Munich, Germany.

2. Defendant Wagner Development Company, Inc. (hereinafter "Wagner") is a Pennsylvania corporation with a principal place of business located at 1300 Old Pond Road, Bridgeville, PA.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over the dispute between the parties based on diversity of citizenship, pursuant to 28 U.S.C. § 1332(a)(1) and (2), as Plaintiff is a citizen of a foreign state, Germany, and Defendant is not a citizen of the same foreign state as Plaintiff.

4. Upon information and belief, the claims of the underlying Plaintiffs, as described later in this Complaint, against Defendant Wagner involve an amount in controversy in excess of the jurisdictional limit of \$75,000.00.

5. Venue is proper in this Court, pursuant to 28 U.S.C. § 1391(b)(2) as a substantial part of the events giving rise to the claim occurred in the Eastern District of Pennsylvania.

6. This Court has personal jurisdiction over the Defendant because the Defendant is a citizen of the Commonwealth of Pennsylvania and conducts business within the Commonwealth.

7. An actual and justiciable controversy exists between the parties with respect to the rights of the parties under a policy of liability insurance.

### **FACTS**

#### **A. Underlying Accident**

8. This matter arises out of an accident which allegedly occurred on or about July 11, 2017 at Sam's Club located at 3796 Easton Nazareth Highway, Easton, PA (hereinafter "Sam's Club").

9. It is alleged Stan Giercyk was severely injured while performing sprinkler work at Sam's Club.

10. It is alleged at the time of his injuries, Stan Giercyk was employed by Harring by Harring Fire Prevention, LLC (hereinafter "Harring").

11. On January 18, 2017, Wagner entered into a contract with Wal-Mart Stores, Inc. relating to a renovation project to be performed at Sam's Club located at 3796 Easton Nazareth Highway, Easton, PA (hereinafter "Sam's Club").

#### **B. Underlying Lawsuit**

12. On December 28, 2018, as a result of his alleged injuries, Stan and Michelle Giercyk filed a Complaint in the Pennsylvania Court of Common Pleas of Philadelphia County

against Wagner and Sam's Club ("Underlying Complaint"). See the Underlying Complaint attached as Exhibit "A".

13. Underlying Plaintiff Stan Giercyk was employed by Haring.

14. In the Underlying Complaint, Stan and Michelle Giercyk allege Wagner possessed, controlled and/or supervised the site and the work on the project; and that Wagner maintained control over the safety of the worksite and owed a duty to those persons engaged in the performance of working on the site to provide a reasonably safe environment, free from unreasonable and dangerous to perform construction work. See Exhibit A, generally.

15. The Underlying Complaint avers as a result of Wagner's negligence and carelessness Stan Giercyk allegedly sustained severe electrical shock injuries, permanent nerve damage in his legs and hands, two carpal tunnel surgeries, two labral tears requiring a shoulder replacement, PTSD, and a crushed tooth. See id.

**C. Wagner's Subcontracts**

16. On January 25, 2017, Wagner entered into a subcontract with Haring relating to sprinkler work at Sam's Club.

17. Maximus Electric Services (hereinafter "Maximus"), an electrical subcontractor, entered into a subcontract agreement with general contractor Wagner on February 1, 2017 relating to work to be performed at the Sam's Club.

18. Pursuant to the subcontract agreement, Wagner was to be an additional insured on any Commercial Liability insurance policy issued to Maximus.

**D. Great Lakes' Policy of Insurance**

19. Effective July 11, 2017 to July 11, 2018, Great Lakes issued a Commercial General Liability policy, number GLSP005058 (the "Policy"), to Richard Hortsman d/b/a Maximus Electric Services. See Great Lakes policy GLSP005058 attached as Exhibit "B".

20. Pursuant to an Additional Insured Endorsement contained in the Policy, Wagner was named as an Additional Insured subject to various limitations and subject to policy provisions, exclusions, and endorsements.

21. In relevant part, the Policy provides:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
FORM**

**SECTION I – COVERAGES**

**COVERAGE A BODILY INJURY AND PROPERTY  
DAMAGE LIABILITY**

**1. Insurance Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

\* \* \*

See Exhibit A at CG 00 01 04 13 page 1.

22. The Policy contains the following exclusions:

**2. Exclusions**

This insurance does not apply to:

\* \* \*

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

\* \* \*

See Exhibit B at CG 00 01 04 13 page 2.

23. The Policy contains a Contractual Liability Limitation endorsement which provides:

**CONTRACTUAL LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PART



**PRODUCTS/COMPLETED OPERATIONS LIABILITY  
COVERAGE PART**

The definition of “insured contract” in the DEFINITIONS Section is replaced by the following:

“Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

See Exhibit B at CG 21 39 10 93.

24. The Policy contains an Injury to Independent Contractors or Subcontractors and Their Workers endorsement which provides:

**INJURY TO INDEPENDENT CONTRACTORS OR  
SUBCONTRACTORS AND THEIR WORKERS  
EXCLUSION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE  
READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL          GENERAL          LIABILITY  
COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and, to Paragraph 2.

**Exclusions of SECTION I – COVERAGE B – PERSONAL  
AND ADVERTISING INJURY:**

**2. Exclusions**

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” sustained by:

- (1) Any independent contractor or subcontractor hired by you or on your behalf; or
- (2) Any employee, leased worker, casual worker, temporary worker, or volunteer worker of any independent contractor or subcontractor hired by you or on your behalf.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or repay someone else who must pay damage of the injury; or
- (3) To liability assumed by the insured under an “insured contract”.

An independent contractor or subcontractor will be considered to be hired by you or on your behalf if the independent contractor or subcontractor was hired directly by any insured or was hired by another independent contractor or subcontractor who was hired by any insured.

See Exhibit B at GLK 4053 GL 01 10.

25. The Policy contains an Additional Insured endorsement providing:

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization</b>	<b>Location(s) Of Covered Operations</b>
Wagner Development Company, Inc. 2275 Swallow Hill Rd Building 800 PITTSBURGH, PA 15220	All jobsite locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions;
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

\* \* \*

See Exhibit B at CG 20 10 04 13 at page 1.

26. Wagner has demanded insurance benefits for the claims asserted in the Underlying Complaint from Great Lakes as an Additional Insured under the Policy issued to Maximus.

27. On January 28, 2020, Great Lakes issued a Disclaimer/Denial of Coverage letter to Wagner relying on various policy provisions, exclusions, and endorsements.

**COUNT I DECLARATORY RELIEF**

28. Great Lakes incorporates herein by reference all prior paragraphs of this Complaint as if set forth herein and at length.

29. An actual controversy exists as to whether, based upon the terms, definitions, declarations, endorsements, exclusions, conditions, and/or other policy language included in the Policy at issue, Great Lakes has an obligation to defend and indemnify Wagner for the claims asserted against Wagner in the Underlying Complaint commenced by Stan and Michelle Giercyk.

30. Plaintiff, Great Lakes, seeks a declaration that it owes no coverage to Wagner for the claims asserted by Stan and Michelle Giercyk in the Underlying Complaint based upon the terms, definitions, declarations, endorsements, exclusions, conditions, and/or other policy language included in the Policy at issue.

31. Stan Giercyk, at the time of the alleged incident, was an employee of Haring, a subcontractor hired by Wagner.

32. The subject policy does not provide coverage for any obligation of an insured under workers' compensation, disability benefits, or any similar law. See Workers' Compensation And Similar Laws Exclusion at Exhibit B at CG 00 01 04 13 page 2.

33. Wagner, as the general contractor, was required to obtain workers' compensation insurance providing benefits to Stan Giercyk pursuant to the Pennsylvania Workers' Compensation Act.

34. Stan Giercyk was working in the course and scope of his employment at the time of the alleged injuries, and is therefore entitled to workers' compensation benefits for the alleged injuries sustained.

35. Therefore, the Workers' Compensation And Similar Laws Exclusion bars coverage to Wagner for the claims asserted against it in the Underlying Complaint.

36. The Employer's Liability Exclusion precludes coverage for bodily injury to an employee arising out of and in the course of employment by the insured or while performing duties related to the insured's business. See Employer's Liability Exclusion at Exhibit B at CG 00 01 04 13 page 2.

37. Stan Giercyk alleges he sustained a bodily injury arising out of and in the course of his employment with Wagner, via the subcontract with Haring.

38. Stan Giercyk's alleged bodily injuries occurred while he was performing duties related to the conduct of Wagner's business.

39. Therefore, the Employer's Liability Exclusion precludes coverage to Wagner for the claims asserted against it in the Underlying Complaint.

40. The subject policy does not provide coverage for bodily injury sustained by any employee of any subcontractor or independent contractor hired by any insured. See The Injury To Independent Contractors Or Subcontractors And Their Workers Exclusion at Exhibit B at GLK 4053 GL 01 10.

41. Wagner is an insured under the subject policy.

42. Stan Giercyk is an employee of a subcontractor hired by Wagner.

43. The Policy does not provide coverage for bodily injuries sustained by any employee of a subcontractor hired by Wagner.

44. Therefore, the Injury To Independent Contractors Or Subcontractors And Their Workers Exclusion precludes coverage to Wagner for the claims asserted against it in the Underlying Complaint.

45. Under the terms, definitions, declarations, endorsements, exclusions, conditions, and/or other policy language in the Policy at issue, coverage is excluded for the loss described above.

46. Plaintiff Great Lakes reserve the right to amend and/or supplement the allegations with regard to coverage as this litigation progresses.

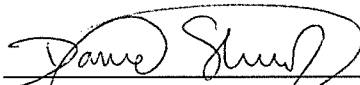
WHEREFORE, Plaintiff Great Lakes Insurance SE, respectfully request Declaratory Relief, pursuant to applicable law, in the form of an Order that:

- a. Plaintiff Great Lakes has no duty under Policy No. GLSP005058 to defend or to pay defense costs to or on behalf of Wagner Development Company, Inc. with regard to the claims asserted against Wagner Development Company, Inc. in the underlying Complaint by Sam and Michelle Giercyk arising from injuries allegedly sustained on July 11, 2017;
- b. Plaintiff Great Lakes has no duty under Policy No. GLSP005058 to indemnify Wagner Development Company, Inc. with regard to the allegations in the underlying Complaint, or any other action asserted by any party as a result of the July 11, 2017 accident;

- c. Plaintiff Great Lakes has no duty under Policy No. GLSP005058 to pay any monies to or on behalf of Wagner Development Company, Inc. with regard to the Underlying Complaint or on any other action asserted by any other party as a result of the accident of July 11, 2017; and
- d. Such further relief as deemed appropriate by the Court.

Respectfully submitted,

**WRIGHT & O'DONNELL, P.C.**

By:   
Sheila E. O'Donnell, Esquire  
Daniel S. Strick, Esquire  
725 Skippack Pike, Suite 230  
Blue Bell, PA 19422  
Phone: (610) 940-4092  
Facsimile: (610) 940-4001  
*Attorneys for Great Lakes Insurance SE*

Date: January 29, 2020

# EXHIBIT “A”



Court of Common Pleas of Philadelphia County  
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**DECEMBER 2018****003197**

E-Filing Number: 1812055033

PLAINTIFF'S NAME STAN GIERCYK		DEFENDANT'S NAME SAM'S WEST, INC. D/B/A SAM'S CLUB, ALIAS: SAM'S CLUB	
PLAINTIFF'S ADDRESS 440 JUNIPER STREET VINELAND NJ 19116		DEFENDANT'S ADDRESS 124 WEST CAPITOL AVE. SUITE 1900 LITTLE ROCK AR 72201	
PLAINTIFF'S NAME MICHELLE GIERCYK		DEFENDANT'S NAME WAGNER DEVELOPMENT COMPANY, INC.	
PLAINTIFF'S ADDRESS 440 JUNIPER STREET VINELAND NJ 19116		DEFENDANT'S ADDRESS 2275 SWALLOW HILL ROAD BUILDING 800 PITTSBURGH PA 15220	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 20 - PERSONAL INJURY - OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED <b>PRO PROTHY</b> DEC 28 2018 M. BRYANT	
		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>STAN GIERCYK , MICHELLE GIERCYK</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY ROBERT J. MONGELUZZI		ADDRESS ONE LIBERTY PLACE 52ND FLOOR 1650 MARKET ST. PHILADELPHIA PA 19103	
PHONE NUMBER (215) 496-8282	FAX NUMBER (215) 496-0999		
SUPREME COURT IDENTIFICATION NO. 36283		E-MAIL ADDRESS VSmith@smbb.com	
SIGNATURE OF FILING ATTORNEY OR PARTY ROBERT MONGELUZZI		DATE SUBMITTED Friday, December 28, 2018, 12:23 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

SALTZ, MONGELUZZI, BARRETT &amp; BENDESKY, P.C.

BY: ROBERT J. MONGELUZZI/JEFFREY P. GOODMAN/MICHAEL BUDNER

IDENTIFICATION NO: 36283/309433/314776

1650 MARKET STREET

52ND FLOOR

PHILADELPHIA, PENNSYLVANIA 19103

(215) 496-8282

Filed and Attested by the  
Clerk of the Judicial Records  
28 DEC 2018 12:23 pm

ATTORNEYS FOR PLAINTIFFS

STAN GIERCYK and MICHELLE

GIERCYK, h/w

440 Juniper Street

Vineland, NJ 19116

*Plaintiff*

vs.

SAM'S WEST, INC. d/b/a SAM'S CLUB

c/o The Corporation Company

124 West Capitol Avenue, Suite 1900

Little Rock, AR 72201

AND

WAGNER DEVELOPMENT COMPANY,  
INC.

2275 Swallow Hill Road, Building 800

Pittsburgh, PA 15220

*Defendants*PHILADELPHIA COUNTY  
COURT OF COMMON PLEAS

DECEMBER TERM, 2018

No.:

JURY OF 12 DEMANDED  
THIS IS NOT AN ARBITRATION  
MATTER**COMPLAINT - CIVIL ACTION****"NOTICE"**

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT  
HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY  
BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES  
THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A  
REDUCED FEE OR NO FEE.

**"AVISO"**

"Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días, a partir de recibir esta demanda y la notificación para entablar personalmente o por un abogado una comparecencia escrita y también para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

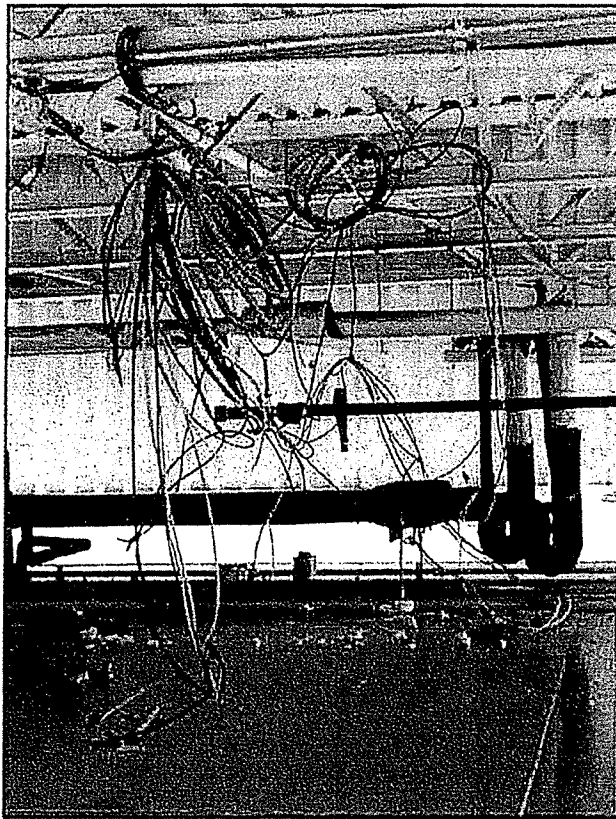
SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO,  
ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS  
QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS  
REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

ASOCIACION DE LICENCIADOS DE FILADELFA

PHILADELPHIA BAR ASSOCIATION LAWYER REFERRAL and INFORMATION SERVICE One Reading Center Philadelphia, Pennsylvania 19107 (215) 238-1701"	SERVICO DE REFERENCIA E INFORMACION LEGAL One Reading Center Filadelfia, Pennsylvania 19107 Telefono: (215) 238-1701"
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### INTRODUCTION

1. On or about July 11, 2017, Stan Giercyk was a business invitee at the Easton, Pennsylvania Sam's Club store, located at 3796 Easton-Nazareth Highway, Easton, PA 18045.
2. Stan Giercyk's employer, Haring Fire Protection, LLC, was hired by general contractor Wagner Development Company, Inc. to install sprinkler lines at the Sam's Club.
3. While installing the new sprinkler lines in the Sam's Club freezer room, Stan Giercyk came in contact with live electrical wires which, outrageously, dangled freely from the ceiling.



4. Stan Giercyk came into contact with the unsecured wires and sustained electrical shock injuries.

5. Stan Giercyk was rushed to St. Luke's Hospital in Bensalem, Pennsylvania, where he was diagnosed with excruciating electrical burns and shock injuries.

6. Stan Giercyk was 40 years old at the time of the accident.

7. As a result of the accident, Stan Giercyk sustained devastating and traumatic injuries, forever altering the course of his life.

#### **PARTIES**

8. Plaintiffs, Stan and Michelle Giercyk, are adult citizens of the State of New Jersey, residing at 440 Juniper Street, Vineland, NJ 19116.

9. Defendant, Sam's West, Inc., d/b/a Sam's Club ("Sam's Club") is a corporation or other business entity organized and existing under the laws of Arkansas with an agent for service at 124 West Capitol Avenue, Suite 1900, Little Rock, AR 72201.

10. At all times relevant hereto, Defendant Sam's Club was acting by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment with Sam's Club.

11. Defendant Sam's Club purposely established significant contacts in Pennsylvania, has carried out and continues to carry out substantial, continuous and systematic business activities in Pennsylvania and regularly conducts business in Philadelphia County.

12. Defendant, Wagner Development Company, Inc. ("Wagner") is a corporation or other business entity organized and existing under the laws of Pennsylvania with a place of business at 2275 Swallow Hill Road, Building 800, Pittsburgh, PA 15220.

13. At all relevant times, Defendant Wagner was acting by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment with Wagner.

14. Defendant Wagner purposely established significant contacts in Pennsylvania, has carried out and continues to carry out substantial, continuous and systematic business activities in Pennsylvania and regularly conducts business in Philadelphia County.

15. At all relevant times, Defendant, Sam's Club, jointly and/or individually owned, operated, managed, maintained and/or controlled the Sam's Club store premises located at 3796 Easton-Nazareth Highway, Easton, PA 18045.

#### **STATEMENT OF FACTS**

16. On July 11, 2017, Plaintiff, Stan Giercyk, was an employee of Harring Fire Protection, LLC ("Harring Fire") and was lawfully working at a renovation project at a Sam's Club store located at 3796 Easton-Nazareth Highway, Easton, PA 18045.

17. On July 11, 2017, workers from Harring Fire were installing new fire sprinkler lines in the freezer room of the Sam's Club. At the same time, workers from Wagner, the general contractor, were completing other portions of the renovation.

18. At all relevant times, Stan Giercyk was lawfully on the premises of the Sam's Club project as a business invitee, to whom the Defendants owed the highest duty of care.

19. At all relevant times, Defendant Wagner was the general contractor in charge of the Sam's Club project.

20. At all relevant times, one or more Defendants controlled and/or were responsible for the work and the supervision of the work being performed at the Sam's Club, and were responsible for the safety of the workers at the Sam's Club, including Stan Giercyk.

21. On July 11, 2017, Stan Giercyk was on top of massive refrigerator units in the Sam's Club freezer room, installing lines for new fire sprinklers.

22. As Stan Giercyk made his way across the top of the refrigerators, he was confronted with the above pictured wires dangling from the freezer room's ceiling.

23. There was no indication and/or warning that the dangling wires were energized.

24. Plaintiff, Stan Giercyk, came into contact with the energized wires and was immediately shocked.

25. Plaintiff, Stan Giercyk, suffered catastrophic, permanent, debilitating and life-altering injuries, as discussed more fully below.

26. Prior to approximately 11:00 a.m. on July 11, 2017, Defendants knew or should have known of the unsafe working conditions in the Sam's Club freezer room, and had a duty to warn and safeguard workers, including Stan Giercyk, from the dangers posed by the unsafe working conditions.

27. Defendants had a duty to provide workers, including Stan Giercyk, with a safe place to work, including a duty to inspect the work being performed and the worksite.

28. Defendants, by and through their agents, servants, workmen and/or employees, breached their duties owed to Plaintiff, Stan Giercyk, by failing to adequately inspect and monitor the work performed, failing to ensure the workers were provided with a safe workspace, and/or failing to enforce/establish practices and/or procedures to protect and/or warn workers of the dangerous conditions at the Sam's Club, namely live and/or energized electric wires hanging from the freezer room ceiling.

29. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness and other liability-producing conduct of the Defendants, Stan Giercyk was forced to

suffer serious, disabling and permanent injuries, including but not limited to: severe electrical shock injuries; permanent nerve damages in his legs and both hands; two (2) carpal tunnel surgeries; two (2) labral tears, which require a shoulder replacement; PTSD; severe emotional and psychological injuries; and a crushed tooth and TMS.

30. He has in the past and may in the future require medicines, medical care and treatment; he has in the past and may in the future continue to be compelled to expend monies and incur further obligations for such medical care and treatment; he has in the past and may in the future continue to suffer agonizing aches, pains and mental anguish; he has in the past and may in the future continue to be disabled from performing his usual duties, occupations and avocations, all to his great loss and detriment.

- a. As a direct and proximate result of the conduct of Defendants, Stan Giercyk has in the past required, continues to require, and may in the future require, medical treatment and care, and has in the past, continues presently, and may in the future incur the cost of medicines, medical care, hospitalizations, treatment, future operations, testing, and rehabilitation and attempt to alleviate and/or cure his condition.
- b. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness and other liability-producing conduct of Defendants, Stan Giercyk has in the past and continues to suffer pain, disfigurement, scarring, loss of independence, mental anguish, humiliation, embarrassment, fear, loss of well-being, inability to enjoy the normal pleasures of life, and restrictions on his ability to engage in normal activities and pleasures of life, and other intangible losses.



- c. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness and other liability-producing conduct of Defendants, Stan Giercyk has been prevented and will be prevented in the future from performing his usual duties, activities, occupations and avocations and has suffered a loss of earnings and a loss of earning capacity.

31. As a direct and proximate result of the carelessness, negligence, gross negligence, and other liability-producing conduct of the Defendants, Plaintiff, Michelle Giercyk has suffered and makes claims for the loss of consortium and deprivation of her husband's love, companionship, comfort, affection, society, moral guidance, intellectual strength and physical assistance as well as the loss of the assistance and earnings of her husband.

32. Defendants are jointly and severally liable for the injuries and damages suffered by Plaintiffs.

33. Plaintiffs aver that their injuries and damages were caused solely by the acts of Defendants jointly and/or individually and/or through their joint and individual agents, servants, workmen and/or employees as hereinbefore and hereinafter set forth.

**COUNT I – NEGLIGENCE**  
**STAN GIERCYK v. WAGNER DEVELOPMENT COMPANY, INC.**

34. Plaintiffs incorporate all preceding paragraphs of this Complaint as if the same were set forth at length herein.

35. At all relevant times, Defendant Wagner served as the general contractor on the Sam's Club project.

36. At all relevant times, Defendant Wagner possessed, controlled and/or supervised the site and the work on the project.



37. At all relevant times, Defendant Wagner undertook the supervision of the work being performed at the Project, and in connection therewith, established plans, recommendations, designs, procedures and specifications for the performance of said work.

38. At all relevant times, Defendant Wagner maintained control over the safety of the worksite and inspected, supervised and/or supplied materials, equipment and personnel for the project.

39. Defendant Wagner, having undertaken the inspection and supervision of the work, owed a duty to those persons engaged in the performance of said work, including Stan Giercyk, a business invitee, to provide a reasonable safe environment, free from unreasonable and dangerous hazards, within which to perform the construction work.

40. Defendant Wagner had a duty to adopt, promulgate and enforce proper, adequate, necessary and appropriate standards, guidelines and procedures for the establishment and maintenance of workplace and work site safety for the protection of the construction personnel, including Stan Giercyk.

41. Prior to the accident, Defendant Wagner knew or should have known of the existence of the hazardous conditions then and there existing on the project.

42. Prior to the accident, Defendant Wagner knew or should have known of the existence of the hazardous conditions that caused the accident in which Stan Giercyk sustained his serious, permanent and debilitating injuries.

43. At all relevant times, Defendant Wagner knew or should have known that the construction work being performed by Stan Giercyk posed special risks of construction workplace injuries and that important precautions must be taken and safety diligence exercised at all times.

44. At all relevant times, Defendant Wagner had a duty to warn person who would be on the project, and to safeguard business invitees, including Stan Giercyk, from hazardous conditions.

45. At all relevant times, Defendant Wagner, individually, jointly and/or severally, maintained certain responsibilities and obligations for the Sam's Club renovation project, including responsibilities for keeping said project free from hazards, the responsibility not to create dangerous conditions by their activities thereon, and to implement and enforce all safety precautions, including, but not limited to, assuring that adequate safety equipment and procedures were in place, warning contractors and subcontractors about safety hazards, and ensuring that the work was being performed to meet all applicable safety rules and regulations, in conformance with best practices in the construction industry.

46. Defendant Wagner, by and through their agents, servants, workmen and/or employees, acted negligently, carelessly and/or recklessly, both generally and in the following particular respects:

- a. Failing to provide Stan Giercyk with a safe place in which to work;
- b. Failing to properly develop, plan, plot, design, coordinate, supervise, inspect, maintain, manage, sequence and control the construction work and the construction site premises;
- c. Failing to properly inspect or require that others under their control inspect the project thoroughly and regularly to identify, remedy and post warnings about dangerous and hazardous conditions;
- d. Failing to properly train, supervise, manage and equip their employees;

- e. Failing to hire competent employees, safety inspectors, contractors, subcontractors, advisors, managers, equipment providers, material suppliers and others to ensure a safe workplace free of hazards;
- f. Failing to warn Stan Giercyk, a business invitee, of the unsafe conditions and working habits existing at the project;
- g. Exposing Stan Giercyk, a business invitee, to unreasonable danger by failing to adopt, enact, employ and enforce proper and adequate safety programs, precautions, procedures, training, supervision, measures and plans;
- h. Failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the project site comply with all federal and state statutes, local ordinances, and all other rules, enactments or regulations applicable, or in effect, be they administrative, industry-wide or otherwise pertaining to the performance of construction work, including but not limited to applicable OSHA regulations;
- i. Failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the project furnished materials and equipment and performed renovation services in conformity with the standard of care prevailing in the industry at the time in question;
- j. Performing and furnishing construction services in a wholly inadequate, unsafe and negligent manner;
- k. Failing to ensure that a "Competent Person" who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to

take prompt corrective measures to eliminate them is present on the construction site and in a position of authority at all times;

- l. Failing to properly supervise the performance of the construction work, including the work of all contractors, subcontractors, material suppliers and others engaged on the project site;
- m. failing to cease the construction work being performed on the date of the accident until proper and necessary precautions could be taken to safeguard business invitees including Stan Giercyk;
- n. failing to develop, implement and coordinate an accident prevention program and/or a comprehensive safety program for all work being performed at the project and/or failing to cease the work until an accident prevention program was in place for all work being performed at the project;
- o. failing to recommend, provide and enforce frequent inspections of the work area and all equipment, procedures and devices necessary to assure a workplace free of hazards;
- p. failing to provide adequate safety equipment, materials, training and protection for business invitees including Plaintiff;
- q. failing to hire and retain a properly trained risk manager assigned to evaluate the tasks for potential hazards, in order to minimize these hazards and timely coordinate and train crews in applicable safety procedures;
- r. failing to ensure proper procedures were in place for de-energizing electrical wires during construction;

- s. allowing live and/or energized wires to hang down in an area where Defendant knew or should have known individuals would be working; and
- t. failing to warn workers on-site of the presence of live and/or energized electrical wiring in a construction zone.

47. By reason of the carelessness, negligence, gross negligence, recklessness and other liability-producing conduct of Defendant Wagner, as aforesaid, Plaintiff, Stan Giercyk, has sustained serious and permanently disabling injuries as more fully set forth above and incorporated by reference as though fully set forth herein.

48. By conducting themselves as set forth above, Defendant Wagner's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of Stan Giercyk's serious, debilitating and permanent injuries.

**WHEREFORE**, Plaintiff, Stan Giercyk, claims of Defendant, Wagner Development Company, Inc., sums in excess of Fifty Thousand Dollars (\$50,000.00) in damages, exclusive of interest, costs, and damages, pursuant to Pa.R.C.P. §238, and brings this action to recover the same.

**COUNT II - NEGLIGENCE**  
**STAN GIERCYK v. SAM'S WEST, INC. d/b/a SAM'S CLUB**

49. Plaintiffs incorporate all preceding paragraphs of this Complaint as if the same were set forth at length herein.

50. At all relevant times, Defendant Sam's Club possessed, controlled and/or supervised all or part of the work being performed at the project on the date of the accident.

51. At all relevant times, Defendant Sam's Club undertook the supervision of all or part of the said work being performed at the Project, and in connection therewith, established

plans, recommendations, designs, procedures and specifications for the performance of said work.

52. At all relevant times, Defendant Sam's Club maintained control over the safety of the worksite and inspected, supervised and/or supplied materials, equipment and personnel for the work being performed on the date of the accident.

53. Defendant Sam's Club, having undertaken the inspection and supervision of the said work, owed a duty to those persons engaged in the performance of said work, including Stan Giercyk, a business invitee, to provide a reasonably safe environment, free from unreasonable and dangerous hazards, within which to perform the construction work.

54. Defendant Sam's Club had a duty to adopt, promulgate and enforce proper, adequate, necessary and appropriate standards, guidelines and procedures for the establishment and maintenance of workplace and work site safety for the protection of the construction personnel, including Stan Giercyk.

55. Prior to the accident, Defendant Sam's Club knew or should have known of the existence of the hazardous conditions then and there existing on the project.

56. Prior to the accident, Defendant Sam's Club knew or should have known of the existence of the hazardous conditions that caused the accident in Stan Giercyk sustained his serious, permanent and debilitating injuries.

57. At all relevant times, Defendant Sam's Club knew or should have known that the construction work being performed by Stan Giercyk posed special risks of construction workplace injuries and that important precautions must be taken and safety diligence exercised at all times.

58. At all relevant times, Defendant Sam's Club had a duty to warn persons who would be on the project, and to safeguard business invitees, such as Stan Giercyk, from hazardous conditions.

59. At all relevant times, Defendant Sam's Club individually, jointly and/or severally, maintained certain responsibilities and obligations for the Project, including responsibilities for keeping said Project free from hazards, the responsibility not to create dangerous conditions by their activities thereon, and to implement and enforce all safety precautions, including, but not limited to, assuring that adequate safety equipment and procedures were in place, warning contractors and subcontractors about safety hazards, and ensuring that the work was being performed to meet all applicable safety rules and regulations, in conformance with best practices in the construction industry.

60. Defendant Sam's Club, by and through their agents, servants, workmen and/or employees, acted negligently, carelessly and/or recklessly, both generally and in the following particular respects:

- a. failing to provide Plaintiff a safe place in which to work;
- b. failing to properly develop, plan, plot, design, coordinate, supervise, inspect, maintain, manage, sequence and control the construction work and the construction site premises;
- c. failing to properly inspect or require that others under its control inspect the project thoroughly and regularly to identify, remedy and post warnings about dangerous and hazardous conditions;
- d. failing to properly train, supervise, manage and equip its employees;

- e. failing to hire competent employees, safety inspectors, contractors, subcontractors, advisors, managers, equipment providers, material suppliers and others to assure a safe workplace free of hazards;
- f. failing to warn Plaintiff, a business invitee, of the unsafe conditions and working habits existing at the project;
- g. exposing Plaintiff, a business invitee, to unreasonable danger by failing to adopt, enact, employ and enforce proper and adequate safety programs, precautions, procedures, training, supervision, measures and plans;
- h. violating and failing to comply with all federal and state statutes, local ordinances, and all other rules, enactments or regulations applicable, or in effect, be they administrative, industry-wide or otherwise pertaining to the performance of construction work, including but not limited to applicable OSHA regulations;
- i. failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the project site complied with all federal and state statutes, local ordinances, and all other rules, enactments or regulations applicable, or in effect, be they administrative, industry-wide or otherwise pertaining to the performance of construction work, including but not limited to applicable OSHA regulations;
- j. failing to ensure that all contractors, subcontractors, and others engaged on the project furnish materials and equipment and perform construction services in conformity with the standard of care prevailing in the industry at the time in question;
- k. failing to ensure that a "Competent Person" who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are



unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them is present on the construction site and in a position of authority at all times;

- l. failing to properly supervise the performance of the construction work, including the work of all contractors, subcontractors, material suppliers and others engaged on the project site;
- m. failing to cease the construction work being performed on the date of the accident until proper and necessary precautions could be taken to safeguard business invitees including Stan Giercyk;
- n. failing to develop, implement and coordinate an accident prevention program and/or a comprehensive safety program for all work being performed at the project and/or failing to cease the work until an accident prevention program was in place for all work being performed at the project;
- o. failing to recommend, provide and enforce frequent inspections of the work area and all equipment, procedures and devices necessary to assure a workplace free of hazards;
- p. failing to ensure proper procedures were in place for de-energizing electrical wires during construction;
- q. allowing live and/or energized wires to hang down in an area where Defendant knew or should have known individuals would be working; and
- r. failing to warn workers on-site of the presence of live and/or energized electrical wiring in a construction zone.

61. By reason of the carelessness, negligence, gross negligence, recklessness and other liability-producing conduct of Defendant Sam's Club, as aforesaid, Stan Giercyk has sustained serious and permanently disabling injuries as more fully set forth above and incorporated by reference as though fully set forth herein.

62. By conducting themselves as set forth above, Defendant Sam's Club's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of Stan Giercyk's serious, debilitating and permanent injuries.

**WHEREFORE**, Plaintiff, Stan Giercyk, claims of Defendant, Sam's West, Inc. d/b/a Sam's Club, sums in excess of Fifty Thousand Dollars (\$50,000.00) in damages, exclusive of interest, costs, and damages, pursuant to Pa.R.C.P. §238, and brings this action to recover the same.

**COUNT IV—LOSS OF CONSORTIUM**  
**MICHELLE GIERCYK v. ALL DEFENDANTS**

63. Plaintiffs incorporate herein, by reference, all preceding paragraphs of this Complaint as though fully set forth herein.

64. Plaintiff, Michelle Giercyk, is and was at all relevant times the wife of Plaintiff, Stan Giercyk, and as such, is entitled to his society, companionship and services.

65. By reason of the Defendants' carelessness, negligence, gross negligence, recklessness and outrageous conduct, wife-plaintiff, Michelle Giercyk, has suffered the loss of consortium and has been deprived of her husband's love, companionship, comfort, affection, society, moral guidance, intellectual strength and physical assistance and the loss of the assistance and earnings of plaintiff-husband.

**WHEREFORE**, Plaintiff, Michelle Giercyk, claims of all Defendants, jointly and severally, separate sums in excess of Fifty Thousand Dollars (\$50,000.00) in damages, exclusive

of interest, costs, and damages, pursuant to Pa.R.C.P. §238, and brings this action to recover the same.

**SALTZ, MONGELUZZI, BARRETT &  
BENDESKY, P.C.**

BY: /s/ Robert J. Mongeluzzi

ROBERT J. MONGELUZZI  
JEFFREY P. GOODMAN  
MICHAEL A. BUDNER  
*Attorneys for Plaintiffs*

**VERIFICATION**

The averments or denials of fact contained in the foregoing are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signer has knowledge or information sufficient to form a belief that one of them is true. This Verification is made subject to the penalties of the 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

SALTZ, MONGELUZZI, BARRETT & BENDESKY, P.C.

BY: /s/ Michael A. Budner

MICHAEL A. BUDNER  
*Attorneys for Plaintiff*

Dated: 12/28/2018

# EXHIBIT “B”

The premium shown is a **Minimum & Deposit** charge. Upon audit, no premium will be returned if the exposure is less than estimated.

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association. Placed by: W.N. Tuscano Agency, 950 Highland Ave., Greensburg, PA 15601

Hereon %: 100 %:

INSURED

GS618401

POLICY NUMBER: GLSP005058**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

<b>LIMITS OF INSURANCE (Insurance applies only for coverage for which a limit of insurance is shown)</b>							
General Aggregate Limit (other than Products - Completed Operations)	\$	2,000,000					
Products - Completed Operations Aggregate Limit	\$	2,000,000					
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person or Organization				
Each Occurrence Limit	\$	1,000,000					
Damage to Premises Rented to You Limit	\$	50,000	Any One Premises				
Medical Expense Limit	\$	5,000	Any One Person				
<b>LOCATION OF PREMISES COVERED BY THIS POLICY (that you own, rent or occupy)</b>							
Prem No.	Street Address	City	State	Zip Code			
1.	110 Shafer Dr., Suite 9	BRODHEADSVILLE, PA	18322				
<b>CLASSIFICATION AND PREMIUM</b>							
Prem No.	Class Code	Description Of Hazards / Insured Classification(s)	*Premium Basis / Exposure	Rate		Advance Premium	
				Products-Comp Ops	All Other	Products-Comp Ops	All Other
01.92478		Electrical Work - within buildings	P) [REDACTED]	incl	[REDACTED]	incl	[REDACTED]
01.49950		Additional Interest Premium	F) [REDACTED]		[REDACTED]		[REDACTED]
\$							
(This Policy May Be Auditable) <b>ALL PREMIUMS ARE MINIMUM &amp; DEPOSIT</b> <b>TOTAL GENERAL LIABILITY PREMIUM</b> \$ [REDACTED]							
* Premium Basis Symbol Key:		(a) Area (per 1,000 square feet)	(c) Cost (per \$1,000 total cost)	(e) Each (per each exposure)			
		(m) Admissions (per 1,000 of admissions)	(p) Payroll (per \$1,000 of payroll)	(s) Sales (per \$1,000 of gross sales)			
		(U) Units (per unit)	(o) Other				
<b>FORMS AND ENDORSEMENTS (made a part of this policy at time of issue):</b>							

GLK 1001 GL 06 09

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INSURED

GS618401

## SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:		NAMED INSURED
GLSP005058		Richard Horstman dba Maximus Electric Services
Form/Endorsement No./Edition Date		
CG0001	(04/13)	Commercial General Liability Coverage Form
CG2010	(04/13)	Addl Insd-Owners/Lessees/Contractors-Schedule
CG2026	(04/13)	Addl Insd - Designated Persons/Organizations
CG2037	(04/13)	Addl Insd-Owners/Lessees/Contractors-Comp Ops
CG2132	(05/09)	Communicable Disease Exclusion
CG2139	(10/93)	Contractual Liability Limitation
CG2149	(09/99)	Total Pollution Exclusion Endorsement
CG2167	(12/04)	Fungi or Bacteria Exclusion
CG2173	(01/15)	Exclusion of Certified Acts of Terrorism
CG2186	(12/04)	Exclusion-Exterior Insulation & Finish System
CG2196	(03/05)	Silica or Silica-Related Dust Exclusion
CG2404	(05/09)	Waiver of Transfer of Rights of Recovery
GLISE(i)	(01/17)	Privacy Policy Statement
GLK1000 IL	(01/17)	Commercial Lines Policy Common Policy Dec
GLK1001 GL	(06/09)	Commercial General Liability Coverage Part
GLK3003 IL	(01/17)	Notice to Policyholder
GLK3006 IL	(06/09)	Combination Endorsement
GLK4002 GL	(08/09)	Asbestos Exclusion
GLK4005 GL	(06/09)	Classification Limitation
GLK4007 GL	(08/09)	Earth Movement Exclusion
glk4010 gl	(04/12)	Lead Contamination - Exclusion
GLK4015 GL	(06/09)	Minimum and Deposit Premium
GLK4017 GL	(08/09)	Punitive or Exemplary Damages Exclusion
GLK4053 GL	(01/10)	Injury to Independent Contractors or Subs
GLK4054 GL	(01/10)	Independent Contractors/Subs Adequately Insd
GLK4073 GL	(02/11)	Exclusion - Tainted Drywall Material
GLK4079 GL	(02/11)	Pre-Existing or Progressive Damage/Defect Exc
GLK5065 IL	(10/11)	Fraud Notice - Pennsylvania
GLK5067 IL	(10/11)	Minimum Earned Premium Endorsement
GLK5068 IL	(10/11)	Additional Condition Provision & Stipulation
IL0017	(11/98)	Common Policy Conditions
IL0246	(09/07)	PA Changes - Cancellation & NonRenewal
IL0910	(12/03)	Pennsylvania Notice
ref1998-m-s	(05/12)	Service of Suit Clause (USA)
REF2920a		Terrorism Exclusion

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INSURED



GS618401

**COMMERCIAL GENERAL LIABILITY**  
**CG 00 01 04 13**

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or



- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C – MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - This insurance applies to such liability assumed by the insured;
  - The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - The indemnitee:
    - Agrees in writing to:
      - Cooperate with us in the investigation, settlement or defense of the "suit";
      - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - Notify any other insurer whose coverage is available to the indemnitee; and
      - Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - Provides us with written authorization to:
      - Obtain records and other information related to the "suit"; and
      - Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
- An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the Insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle Insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



GS618401

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Acme Enterprises Inc attn: Kerry Misner 15751 Martin Rd ROSEVILLE MI 48066	All jobsite locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the Insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional Insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GS618401

POLICY NUMBER: GLSP005058

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**National Maintenance and Build Out Company LLC  
48A Vincent Circle  
IVYLAND PA 18974

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GS616401

POLICY NUMBER: GLSP005058

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**Retail MDS d/b/a MDS Maintenance LLC  
355 Jefferson St  
PLYMOUTH MEETING PA 19462

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GS618401

POLICY NUMBER: GLSP005058

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Acme Enterprises Inc attn: Kerry Misner 15751 Martin Rd ROSEVILLE MI 48066	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GS618401

COMMERCIAL GENERAL LIABILITY  
CG 21 32 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

GS618401

COMMERCIAL GENERAL LIABILITY  
CG 21 39 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTUAL LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

CG 21 39 10 93

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□

INSURED

GS618401

COMMERCIAL GENERAL LIABILITY  
CG 21 49 0999

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion f. under paragraph 2., Exclusions of Section I  
- Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



GS618401

COMMERCIAL GENERAL LIABILITY  
CG 21 67 12 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:****2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:****2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

**C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

GS618401

COMMERCIAL GENERAL LIABILITY  
CG 21 73 01 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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GS618401

COMMERCIAL GENERAL LIABILITY  
CG 21 86 12 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B. The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

GS618401

COMMERCIAL GENERAL LIABILITY  
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:
2. Exclusions
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
  - b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:
2. Exclusions
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:
- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  - 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

GS618401

POLICY NUMBER: GLSP005058

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>	Acme Enterprises Inc attn: Kerry Misner 15751 Martin Rd ROSEVILLE MI 48066
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

GS618401

## ASBESTOS EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and to Paragraph 2. Exclusions of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

#### **2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" arising out of the actual, alleged, threatened, or suspected inhalation, ingestion, or physical exposure to asbestos, or to goods, products, or structures containing asbestos; or
- b. "Bodily injury" or "property damage" arising out of:
  - i. The use of asbestos or products containing asbestos in construction or manufacturing any good, product or structure; or
  - ii. The manufacture, transportation, storage, service, installation, use, sales, mining, distribution, abatement, removal, clean up or disposal of asbestos or goods, products, or structures containing asbestos; or
- c. Any loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, or disposing of, or in any way responding to or assessing the effects of asbestos, by any insured or by any other person or entity.

## **CLASSIFICATION LIMITATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance applies only to "bodily injury", "property damage", "personal or advertising injury" and medical expenses arising out of only those operations listed and described in the CLASSIFICATION AND PREMIUM section of the COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS.

GS616401

## EARTH MOVEMENT EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and to Paragraph 2. Exclusions of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY:**

**2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by, arising from, resulting from, attributable or contributed to, or aggravated by earth movement, whether combined with water or not, including but not limited to earthquakes, landslides, subsidence, mudflow, sinkhole, erosion, or the sinking, rising, shifting, expanding or contracting of earth or soil.

This exclusion applies regardless of the cause or causes of the earth movement.



GS618401

## LEAD CONTAMINATION – EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, to Paragraph 2. Exclusions of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY:

2. **Exclusions**

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation, or absorption of lead in any form; or
- b. "Property damage" arising from any form of lead; or
- c. Any loss, cost, or expense arising out of any request, demand, order or statutory regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- d. Any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

GS618401

## MINIMUM AND DEPOSIT PREMIUM

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART**

Item 5.b. of the Premium Audit condition under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV – LIQUOR LIABILITY CONDITIONS** is amended to read:

- b. Premium shown in this Coverage Part as advance premium is a deposit premium and a minimum premium. At the close of each audit period, we will compute the earned premium for that period. If the earned premium computed is more than the advance premium, the difference is the audit premium. Audit premiums are due and payable on notice to the first Named Insured. If the earned premium computed is less than the advance premium shown, there will be no return premium payable to you.

GS618401

## **PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damage also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

GS618401

## **INJURY TO INDEPENDENT CONTRACTORS OR SUBCONTRACTORS AND THEIR WORKERS EXCLUSION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and, to Paragraph 2. Exclusions of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY**:

#### **2. Exclusions**

This insurance does not apply to "bodily injury", "property damage," or "personal and advertising injury" sustained by:

- (1)** Any independent contractor or subcontractor hired by you or on your behalf; or
- (2)** Any employee, leased worker, casual worker, temporary worker, or volunteer worker of any independent contractor or subcontractor hired by you or on your behalf.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity;
- (2)** To any obligation to share damages with or repay someone else who must pay damage of the injury; or
- (3)** To liability assumed by the insured under an "insured contract".

An independent contractor or subcontractor will be considered to be hired by you or on your behalf if the independent contractor or subcontractor was hired directly by any insured or was hired by another independent contractor or subcontractor who was hired by any insured.

GS618401

## **INDEPENDENT CONTRACTORS OR SUBCONTRACTORS ADEQUATELY INSURED REQUIREMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The coverage under this policy does not apply to "bodily injury", "property damage", "personal injury and advertising injury" arising out of the acts of independent contractors or subcontractors hired by you unless you:

1. Obtain, prior to the commencement of any work on your behalf by independent contractors or subcontractors; and
2. Keep on file while independent contractors or subcontractors are performing work on your behalf

Certificates of Insurance from the independent contractors or subcontractors providing evidence such contractors are "adequately insured."

"Adequately insured" means the independent contractor or subcontractor maintains in force:

1. A Commercial General Liability Insurance policy with limits equal to or greater than the limits carried by you under this policy and a Workers Compensation Policy as statutorily required.

GS618401

## EXCLUSION – TAINTED DRYWALL MATERIAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under this policy and applies, notwithstanding anything to the contrary in the Policy:

This insurance does not apply to and we will not pay for, indemnify or defend any insured for:

Any loss, claim, suit, liability, "bodily injury", "property damage", "personal and advertising injury" medical expenses, business income loss, extra expense or loss or damage of any kind, as well as costs, expenses or other sums of any kind, that directly or indirectly arise out of, relate to, result from, are in connection with, contribute to, involve, are a consequence of or are caused, in whole or in part, by the following, regardless of any other cause or event that contributes concurrently or in sequence:

### "Tainted Drywall Material"

The following definition is added to the policy:

"Tainted Drywall Material" means any drywall, plasterboard, sheetrock, gypsum board, wall panel products or material used in the manufacture of drywall, plasterboard, sheetrock, gypsum board or wall panel products that:

1. Produces sulfuric odors, sulfuric fumes, sulfuric gas or sulfuric acid; or
2. Causes or contributes to the corrosion or oxidation of metal, including but not limited to metal in pipes, wiring, heating, ventilation or air condition systems; or
3. Contains synthetic gypsum, fly ash, organic compounds, chemicals or any other material or substances derived from coal-fired or fossil burning power plants; or
4. Contains arsenic or any radioactive compounds.

GS618401

## **PRE-EXISTING OR PROGRESSIVE DAMAGE OR DEFECT EXCLUSION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" which begins or takes place, or is alleged to begin or take place before the inception date of this policy term; or for construction defects which are manifest before the inception date of this policy term, even though:

- Such "bodily injury", "property damage", "personal and advertising injury", or construction defect is known or unknown to an insured; or
- The nature and extent of such damage or injury may change; or
- The damage or injury may be continuous, progressive, cumulative, changing or evolving; or
- The occurrence causing such bodily injury, "property damage", "personal and advertising injury", or construction defect may be or involve a continuous or repeated exposure to substantially the same general harmful condition.

All "property damage" to units of or within a single project or development, and arising from the same general type of harmful condition will be deemed to begin or take place at the time of damage to the first such unit, even though:

The existence, nature, or extent of such damage or injury may change; or

The "occurrence" causing such "property damage" may be or involve a continuous or repeated exposure to substantially the same general harmful condition which also continues to take place during the policy term.

We will have no duty to defend any "suit" seeking damages to which this insurance does not apply.

This policy does not provide coverage for any claim for "bodily injury", "property damage", "personal and advertising injury" which is in the process of litigation, adjustment, or settlement as of the inception date of this policy.

GS618401

## **GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT**

Great Lakes Insurance SE want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please write to us at the following address:

GREAT LAKES INSURANCE SE,  
Plantation Place,  
30 Fenchurch Street,  
London EC3M 3AJ

GLISE(i)(01.17)



GS618401

## NOTICE TO POLICYHOLDER GREAT LAKES INSURANCE SE

POLICY NUMBER: GLSP005058

This contract of insurance is based upon the information and representations you provided in your application. Depending on the type of information and representations that you provided, the proposed contract of insurance includes certain conditions and/or warranties. Kindly review all the contract of insurance documentation, including any binder, declarations page, policy forms, and endorsements, to familiarize yourself with any conditions and/or warranties included in the contract of insurance. These conditions and/or warranties may require you to take specific actions, to refrain from taking specific actions, to fulfill certain requirements, and/or to verify specific facts.

Please be advised that strict compliance with the conditions and/or warranties contained in the contract of insurance is required. If you do not strictly comply with the conditions and/or warranties contained within the contract of insurance, then the insurer, Great Lakes Insurance SE, may deny or limit coverage for any claim submitted by you under the contract of insurance.

Should you wish to make a complaint or dispute concerning your premium or about a claim regarding the coverage under this policy, you may do so either in writing or verbally to:

W.N. Tuscano Agency, Inc.

P.O. Box 1027

Greensburg, PA 15601

(724) 836-1510

GS618401

**COMBINATION ENDORSEMENT****RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - PHYSICAL DAMAGE – DIRECT (U.S.A.)**

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination; however, such nuclear reaction, nuclear radiation or radioactive contamination may have been cause. \*NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however, all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE – If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

7/5/59  
REF 1191

**ELECTRONIC DATA ENDORSEMENT B****1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:  
Fire  
Explosion

**2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01  
REF 2915

**WAR AND CIVIL WAR EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained herein, this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38  
REF464

**BIOLOGICAL OR CHEMICAL MATERIAL EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical material regardless of any other cause or event contributing concurrently or in any other sequence thereto.

REF2962  
06/02/03

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**  
**U.S.A. & CANADA**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

REF 2340

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**  
**LIABILITY DIRECT (U.S.A.)**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause – Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64  
REF1477

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Page 3 of 5

**NUCLEAR INCIDENT EXCLUSION CLAUSE –**  
**LIABILITY- DIRECT (BROAD) (U.S.A.)**

This Policy \* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under Supplementary Payments Provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means "source material", "special nuclear material" or "by-product material"; source material, "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor"; "waste" means any waste material (1) containing "by-product material" and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"Nuclear facility" means:

- (a) any "nuclear reactor";
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusion, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60  
REF1256

GS618401

## **FRAUD NOTICE - PENNSYLVANIA**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any act material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

GS618401

## MINIMUM EARNED PREMIUM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following provisions are added to the CANCELLATION Condition of the policy:

1. If the policy is cancelled the premium refund will be determined as follows:
  - a. If the first Named Insured cancels the premium refund will be the lesser of:
    - (1) 90% of pro rata; or
    - (2) The difference between the premium shown on the Declarations Page and the MINIMUM EARNED PREMIUM as determined by one of the conditions in 2. below.
  - b. If allowed by statute in a jurisdiction, when a finance company holding the insured's power of attorney cancels the policy the premium refund will be the lesser of:
    - (1) 90% of pro rata; or
    - (2) The difference between the premium shown on the Declarations Page and the MINIMUM EARNED PREMIUM as determined by one of the conditions in 2. below.
  - c. If the policy is cancelled for non-payment of premium for any reason other than a. or b. above, the premium refund will be the lesser of:
    - (1) The pro rata refund; or
    - (2) The difference between the premium shown on the Declarations Page and the MINIMUM EARNED PREMIUM as determined by one of the conditions in 2. below.
2. The MINIMUM EARNED PREMIUM for the policy shall be determined as follows:
  - a. If the policy period is three (3) months or less, the MINIMUM EARNED PREMIUM is the entire premium shown on the Declarations Page.
  - b. If the policy period is more than three(3) months but is six (6) months or less, the MINIMUM EARNED PREMIUM is 50% of the premium shown on the Declarations Page.
  - c. If the policy period is more than six (6) months, the MINIMUM EARNED PREMIUM is 25% of the premium shown on the Declarations Page.
  - d. If a percentage is shown below, the following condition applies in lieu of a., b., or c. above.

The MINIMUM EARNED PREMIUM 25.00 % of the premium shown on the Declarations Page.



GS618401

## **ADDITIONAL CONDITION, PROVISION, AND/OR STIPULATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Material failure on the part of the insured to comply with safety standards and loss control recommendations may constitute a basis for cancellation.

GS618401

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## COMMON POLICY CONDITIONS

All coverage Parts included in this policy are subject to the following conditions:

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty or any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. The Cancellation Common Policy Condition is replaced by the following:**

**CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

**1. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

IL 09 10 12 03

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

IL 09 10 12 03

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**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

Mr. Edward Smith

Mendes and Mount

750 Seventh Avenue

New York, NY 10019-6829

USA

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86 (Rev. 15/05/2012)

REF1998-M-S

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GS618401

### TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

But, if the act of terrorism occurs in an "Exception State" and results in fire, we will pay for the loss or damage in such "Exception State" caused by that fire, but only to the extent, if any, required by the applicable Standard Fire Policy statute(s) in such state. However, this exception applies only to direct loss or damage by fire to covered property and not to any insurance provided for time element coverages, including but not limited to business interruption and extra expense. In no event shall this policy be construed to give coverage beyond the minimum requirements of the applicable Standard Fire Policy Statute (and amendments thereto) in existence as of the effective date of the policy and governing such requirements with respect to any acts of terrorism. If the applicable law or regulation in any state permits the Commissioner or Director of Insurance or anyone in a similar position to grant the insurer approval to vary the terms and conditions of the Standard Fire Policy, and such approval has been granted in that state as of the effective date of this policy, this policy shall not provide coverage beyond the minimum requirements of the terms and conditions approved by the Commissioner or Director of Insurance or person in a similar position.

"Exception state" means a state which at the time of policy effective date, requires that the coverage provided under this policy meet or exceed coverage provided under a Standard Fire Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorist exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by a Nuclear Hazard Exclusion or a war exclusion.

All other terms and conditions remain unchanged.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

REF2920 a

REF2920a

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GS618401

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLICY CHANGES**Policy Change  
Number 1

POLICY NUMBER  GLSP005058	POLICY CHANGES EFFECTIVE  07/11/2017	COMPANY  Great Lakes Insurance SE
NAMED INSURED  Richard Horstman dba Maximus Electric Services		AUTHORIZED REPRESENTATIVE  W.N. TUSCANO AGENCY INC.
COVERAGE PARTS AFFECTED  Commercial General Liability Coverage Part Declaration		
<p style="text-align: center;"><b>CHANGES</b></p> <p>Policy is amended to delete the following additional insureds as they were added at issuance in error.</p> <p>Acme Enterprises Inc National Maintenance And Build Out Company LLC</p> <p>Adding the following as Additional Insured, Waiver of Subrogation and Primary and Non-contributory:</p> <p>Wagner Development Company Inc 2275 Swallow Hill Rd Building 800 PITTSBURGH PA 15220</p> <p>Old Term Premium \$700 New Term Premium \$1,200 ----- Difference \$500 Flat/fully earned additional premium.</p> <p>All other terms and conditions remain unchanged.</p> <p>Premium:                      \$ 500.00 Tax:                              \$ 15.00</p>		

07/19/17  
305  
0990558
  
 Authorized Representative Signature

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HOME OFFICE

GS618401

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Wagner Development Company Inc 2275 Swallow Hill Rd Building 800 PITTSBURGH PA 15220	All jobsite locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GS618401

POLICY NUMBER: GLSP005058

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Wagner Development Company Inc 2275 Swallow Hill Rd Building 800 PITTSBURGH PA 15220	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GS618401

POLICY NUMBER: GLSP005058

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>	Wagner Development Company Inc 2275 Swallow Hill Rd Building 800 PITTSBURGH PA 15220
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

GS618401

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLICY CHANGES**Policy Change  
Number 3

POLICY NUMBER  GLSP005058	POLICY CHANGES EFFECTIVE  08/04/2017	COMPANY  Great Lakes Insurance SE
NAMED INSURED  Richard Horstman dba Maximus Electric Services		AUTHORIZED REPRESENTATIVE  W.N. TUSCANO AGENCY INC.
COVERAGE PARTS AFFECTED  Commercial Property Coverage Part Declaration		
<p style="text-align: center;">CHANGES</p> <p>Amending the Additional Insured address to read as follows:</p> <p>Lakeview Construction LLC 10505 Corporate Dr Suite 200 PLEASANT PRAIRIE WI 53158</p> <p>No Change in Premium.</p> <p>Premium:                      \$    .00</p>		

08/08/17

305

0990558

  
 Authorized Representative Signature

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## POLICY CHANGES

Robert Tuscano  
Authorized Representative Signature

## POLICY CHANGES

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY												
GLSP005058	04/17/2018	Great Lakes Insurance SE												
NAMED INSURED		AUTHORIZED REPRESENTATIVE												
Richard Horstman dba Maximus Electric Services		W.N. TUSCANO AGENCY INC.												
COVERAGE PARTS AFFECTED														
Commercial General Liability Coverage Part														
<p style="text-align: center;"><b>CHANGES</b></p> <p>The following is added as additional insured per endorsement Cg2010:</p> <p>Condon and Sons Electric LLC 18 Wild Rose Place WATERFORD CT 06385</p>														
<table> <tr> <td>Old Term Premium:</td> <td>\$ 1,600.00</td> <td></td> </tr> <tr> <td>New Term Premium:</td> <td>\$ 1,650.00</td> <td></td> </tr> <tr> <td>Difference:</td> <td>\$ 50.00</td> <td>Additional Fully Earned Premium Due</td> </tr> <tr> <td>Tax:</td> <td>\$ 1.50</td> <td></td> </tr> </table>			Old Term Premium:	\$ 1,600.00		New Term Premium:	\$ 1,650.00		Difference:	\$ 50.00	Additional Fully Earned Premium Due	Tax:	\$ 1.50	
Old Term Premium:	\$ 1,600.00													
New Term Premium:	\$ 1,650.00													
Difference:	\$ 50.00	Additional Fully Earned Premium Due												
Tax:	\$ 1.50													

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0990558

Robert Tusciano  
Authorized Representative Signature

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GS618401

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Condon and Sons Electric LLC 18 Wild Rose Place WATERFORD CT 06385	All jobsite locations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## POLICY CHANGES

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Robert Tusciano  
Authorized Representative Signature

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GLSP005058

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**Lakeview Construction LLC  
10505 Corporate Dr Suite 200  
PELL LAKE WI 53157

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

GS618401

POLICY NUMBER: GLSP005058

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>	Lakeview Construction LLC 10505 Corporate Dr Suite 200 PELL LAKE WI 53157
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## POLICY CHANGES

POLICY NUMBER  GLSP005058	POLICY CHANGES EFFECTIVE  03/01/2018	COMPANY  Great Lakes Insurance SE
NAMED INSURED  Richard Horstman dba Maximus Electric Services		AUTHORIZED REPRESENTATIVE  W.N. TUSCANO AGENCY INC.
COVERAGE PARTS AFFECTED  Commercial General Liability Coverage Part		
<p style="text-align: center;"><b>CHANGES</b></p> <p>The following is added as additional insured per endorsement CG2026:  Hamister Group LLC and HH F1 Hazelton LLC  10 Lafayette Square Suite 1900  BUFFALO NY 14203</p>		
<p>Old Term Premium: [REDACTED]</p> <p>New Term Premium: [REDACTED]</p> <hr/> <p>Difference: \$ [REDACTED] Additional Fully Earned Premium Due</p> <p>Tax: \$ [REDACTED]</p>		

Robert Trucano  
Authorized Representative Signature

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GLSP005058

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**Hamister Group LLC and HH F1 Hazelton LLC  
10 Lafayette Square Suite 1900  
BUFFALO NY 14203

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.